

PAUL B. BEACH, State Bar No. 166265  
 pbeach@lbaclaw.com  
 DENNIS M. GONZALES, State Bar No. 59414  
 dgonzales@lbaclaw.com  
 NATHAN A. OYSTER, State Bar No. 225307  
 noyster@lbaclaw.com  
 LAWRENCE BEACH ALLEN & CHOI, PC  
 100 West Broadway, Suite 1200  
 Glendale, California 91210-1219  
 Telephone No. (818) 545-1925  
 Facsimile No. (818) 545-1937

Attorneys for Defendants  
 COUNTY OF LOS ANGELES, CAPTAIN BERNICE ABRAM,  
 LT. DOUG FETTEROLL, STEVEN SATHER, SGT. TONYA EDWARDS,  
 MICHAEL GOMEZ, MARK WEDEL, SHAWN YOUNG, BOB FULLOP,  
 MIKE KENNARD, LETICIA RODRIGUEZ, and CAPTAIN PAUL  
 PIETRANTONI

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

EZEQUIEL JACOBO, SR., and  
 PETRA JACOBO,

Plaintiffs,

vs.

LOS ANGELES COUNTY,  
 BERNICE ABRAM, DOUG  
 FETTEROLL, STEVEN SATHER,  
 TONYA EDWARDS, MICHAEL  
 GOMEZ, MARK WEDEL, SHAWN  
 YOUNG, BOB FULLOP, MIKE  
 KENNARD, LETICIA RODRIGUEZ,  
 PAUL PIETRANTONI, and DOES 2  
 to 10,

Defendants.

Case No. CV 11-7212 GW (SSx)

Honorable Suzanne H. Segal


**~~PROPOSED~~ PROTECTIVE  
 ORDER GOVERNING  
 CONFIDENTIAL MATERIALS**

*[Stipulation for Protective Order filed  
 concurrently herewith]*

Having reviewed and considered the Parties' Stipulation for Protective  
 Order, good cause showing therein, IT IS SO ORDERED:

1. Good Cause Statement and Confidential Materials.

Defendants and Plaintiffs have agreed that the below-listed documents shall be

1 designated confidential documents and/or writings because Defendants believe, in  
 2 good faith, that these documents and/or writings are protected by the Official  
 3 Information Privilege or are otherwise privileged and confidential. This will be  
 4 accomplished by affixing to such document or writing a legend, such as   
 5 "Confidential", "Confidential Documents," "Confidential Material Subject to  
 6 Protective Order" or words of similar effect. Documents and writings so  
 7 designated, hereinafter, collectively, "Confidential Information"), shall be treated  
 8 in accordance with the terms of this stipulation/protective order. Documents,  
 9 writings and things to be designated as such, include the following:

10 All documents to be produced in response the the Court's August 7, 2012  
 11 Order on Plaintiffs' Motion to Compel, which includes personnel records of law  
 12 enforcement officers, as set forth in the Court's Order. In addition, complaints  
 13 against Defendants Bernice Abram, Steven Sather, Tonya Edwards, Michael  
 14 Gomez, and Mark Wedel for the time period of August 2005 to August 2010  
 15 pertaining to false or misleading information in the preparation and/or filing of  
 16 reports. This latter category was agreed upon by the parties but inadvertently not  
 17 put on the record at the hearing. Defendants have also agreed to produce a copy  
 18 of the L-TAC containing transmissions captured on this radio frequency related to  
 19 the warrant operation that is the subject of this complaint.

20 2. Confidential Information. This protective order shall apply to all  
 21 Confidential Information, produced by Defendants to the Plaintiffs, the Receiving  
 22 Party. The Confidential Information may be contained in originals and copies of  
 23 relevant interrogatory responses obtained from Defendants in this matter; originals  
 24 and copies of relevant documents responsive to the Plaintiffs' requests for  
 25 production of documents obtained from Defendants in this matter; and originals and  
 26 copies of transcripts, video recordings, and audio recordings of any deposition taken  
 27 in this matter during which the Confidential Information is used, mentioned,  
 28 reviewed, discussed, or referred to. The Confidential Information shall be subject to

1 this Protective Order as follows:

2 3. Storage Of Confidential Information. Immediately upon production  
3 by the Disclosing Party, attorneys for the Receiving Parties shall personally  
4 secure and maintain the Confidential Information in their possession. The  
5 Confidential Information shall not, under any circumstances, be left in an open or  
6 unsecured location where unauthorized persons (such as unauthorized employees of  
7 counsel, cleaning personnel, etc.) might have access to them.

8 4. Confidential Information Legend. All documents containing  
9 Confidential Information shall be stamped "CONFIDENTIAL" or

10 ~~"CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER."~~ 

11 5. Limitation Of Use Of Confidential Information. Attorneys for the  
12 Receiving Parties shall not cause or knowingly permit disclosure of the contents  
13 of the Confidential Information, in any manner, including orally, beyond the  
14 disclosure permitted under the terms and conditions of this Order. Any such  
15 disclosure shall be construed as a violation of this Order, except when used for  
16 purposes of this litigation as described in Paragraph Nos. 8 and 9 of this Order.

17 6. Testimony Regarding The Confidential Information. In the case of  
18 depositions, any party may designate all or any portion of the deposition  
19 testimony given in this litigation as Confidential Information orally during the  
20 deposition. Any questions intended to elicit testimony regarding the contents of  
21 the Confidential Information shall be conducted only in the presence of persons  
22 authorized to review the Confidential Information as provided in this Order. Any  
23 deposition transcript containing such questions and testimony shall be subject to  
24 the same protections and precautions applicable to the Confidential Information.

25 7. Inadvertent Disclosure. If the Disclosing Party inadvertently  
26 produces any Confidential Information without designating it as such, it may be  
27 remedied by (1) promptly notifying the other parties of the error; and (2)  
28 providing a substitute copy of the Confidential Information with a proper legend.

1 In that event, the parties receiving the inadvertently produced undesignated  
2 Confidential Information will: (1) return the previously produced Confidential  
3 Information and destroy all copies thereof; and (2) if the party had already  
4 disseminated the Confidential Information to any person, the party will notify all  
5 such persons in writing of the need to return such Confidential Information and  
6 not to further disseminate it.

7 8. Limitations On The Non-Litigation Use Of Confidential  
8 Information. The secrecy and confidentiality of the Confidential Information  
9 exchanged during discovery in this action shall be maintained, and all  
10 Confidential Information exchanged will be used solely for the litigation of this  
11 action entitled. Specifically, the Receiving Parties may not use such documents,  
12 records, or other information (or the contents thereof) for any other purpose,  
13 including use as background material, or for inclusion in books, magazines,  
14 newspapers, or other publications. The Receiving Parties are prohibited from  
15 placing any of the Confidential Information on the internet.

16 9. Court Filings. If necessary in the judgment of attorneys for  
17 Receiving Parties, said attorneys may show or reveal the contents of the  
18 Confidential Information to the court only pursuant to Local Rule 79-5.1.

19 10. Other Persons Authorized To Review Confidential Information. The  
20 Parties' attorneys of record may be permitted to see originals and obtain copies of  
21 the Confidential Information covered by this Order. Also, Defendants, including  
22 officers, directors, employees, and experts thereof may be permitted to review the  
23 Confidential Information. Additionally, paralegals, secretaries, expert witnesses,  
24 and other individuals and entities that may be employed or retained by the  
25 Receiving Parties to assist in the preparation and/or the litigation of this action  
26 may be permitted to see originals and obtain copies of the Confidential  
27 Information covered by this Order, provided such experts and employees have  
28 first executed the written statement set forth in Paragraph No. 11 below, and

1 comply with the provisions of that section. Plaintiff shall be authorized to review  
 2 Confidential Information, subject to the limitations set forth in Paragraph No. 12.

3 11. Applicability Of Order To Other Persons. Prior to the disclosure of  
 4 any Confidential Information to any person described above, attorneys for the  
 5 Receiving Parties who seek to use or disclose such Confidential Information shall  
 6 first provide any such person with a copy of this Order, and shall cause him or her  
 7 to execute the following acknowledgment:

8 “I, \_\_\_\_\_, do solemnly swear that I am  
 9 fully familiar with the terms of the Stipulated Protective Order  
 10 entered in this action and hereby agree to comply with and be bound  
 11 by the terms and conditions of the said Order with respect to the  
 12 handling, use and disclosure of each Confidential Document. I  
 13 understand that I may be subject to penalties for contempt of Court if  
 14 I violate this Order and hereby consent to the jurisdiction of said  
 15 Court for purposes of enforcing this Order.

16 Dated: \_\_\_\_\_ /s/ \_\_\_\_\_”

17 This written requirement applies to, but is not limited to, paralegals,  
 18 secretaries, expert witnesses, and other individuals and entities that may be  
 19 employed or retained by the Receiving Parties’ counsel to assist in the preparation  
 20 and/or the litigation of this action. The Receiving Parties shall be responsible for  
 21 maintaining the signed original of each such written statement until the  
 22 conclusion of these proceedings, including any appeal.

23 12. Plaintiffs’ Possession of Materials. Plaintiffs may not have  
 24 possession of any Confidential Information, or material derived therefrom, during  
 25 any period of incarceration in jail or prison. Further, Plaintiffs’ attorneys or  
 26 agents may not share any of the Defendants’ personal identification information  
 27 with Plaintiffs.

1           13. No waiver of objections. Nothing in this Stipulation and Order  
2 constitutes any decision by the Court concerning discovery disputes or the  
3 admission into evidence of any specific document or testimony or liability for  
4 payment of any costs of production or reproduction of documents. This Order  
5 also does not constitute a waiver by any party of any right to object to discovery  
6 or admission into evidence of any document, record, testimony or other  
7 information that is subject to this Order. Nor do Defendants waive any privileges,  
8 including, but not limited to, the investigatory files or official information  
9 privileges, *see, e.g., Weiner v. FBI*, 943 F. 2d 972, 985 (9th Cir. 1991), or *Miller*  
10 *v. Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this order.

11           14. Subpoena for Confidential Information. In the event that the  
12 Receiving Parties receive a subpoena, discovery request, or other legal process  
13 seeking production of Confidential Information, the Receiving Parties must give  
14 prompt written notice to the Disclosing Party. The Receiving Parties shall inform  
15 the person or entity seeking the information of the existence of this Stipulation  
16 and Order and shall not produce the Confidential Information absent a Court  
17 Order requiring such production.

18           15. Return of Confidential Information. No more than thirty (30) calendar  
19 days after the conclusion (including all appeals) of this case the Receiving Parties  
20 and every other person and/or entity who received originals or copies of the  
21 Confidential Information shall return all originals, copies of the Confidential  
22 Information, and material derived therefrom, including, but not limited to, all log(s)  
23 of persons authorized to review the protected documents and the written  
24 statement(s) acknowledging the terms and provisions of this Order pursuant to  
25 Paragraph No. 17 of this Order, to the Disclosing Party care of:

26           Nathan A. Oyster, Esq.  
27           Lawrence Beach Allen & Choi, PC  
28           100 West Broadway, Suite 1200  
              Glendale, California 91210-1219;



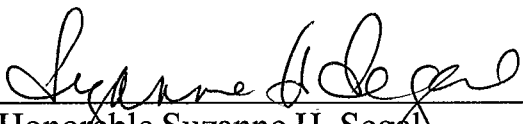
1           Alternatively, the Receiving Parties and every other person and/or entity  
2 who received originals or copies of the Confidential Information may destroy all  
3 such material and material derived therefrom within thirty (30) calendar days after  
4 the conclusion of this case.

5           This case has concluded when (i) a final judgment has been entered by the  
6 Court or the case has otherwise been dismissed with prejudice; (ii) the time for  
7 any objection to or request for reconsideration of such a judgment or dismissal  
8 has expired; (iii) all available appeals have concluded or the time for such appeals  
9 has expired; and (iv) any post appeal proceedings have themselves concluded.

10           16. Survivability of Order. This Stipulation and Order shall survive the  
11 termination of this action, and the Court shall retain jurisdiction to enforce it.

12           IT IS SO ORDERED.

13  
14 Dated: 8/20/12

  
\_\_\_\_\_  
Honorable Suzanne H. Segal  
United States Magistrate District Judge